

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DERRICK BLAND,

Plaintiff,

v.

RAINBOW STATION 7 INC. d/b/a RAINBOW
STATION; CHELSEA 7 CORPORATION d/b/a
SEXY BOUTIQUE; & INDIKA SUBEAPPY
KANKANAMALAGE,

Defendants.

Index No.: 1:24-cv-01442-JPO

**CORRECTED DEFAULT
JUDGMENT**

This action having been commenced on February 26, 2024 by the filing of the Summons and Complaint, and a copy of the Summons and Complaint having been served on Defendant Rainbow Station 7 Inc. d/b/a Rainbow Station (“Defendant Rainbow Station”) on April 11, 2024 by delivering to and leaving the documents with an individual who stated they were authorized to accept service on behalf of Defendant Rainbow Station, and a proof of service upon Defendant Rainbow Station having been filed on April 16, 2024, and a copy of the Summons and Complaint having been served on Defendant Indika Subeappu Kankanamalage (“Defendant Kankanamalage”) on April 12, 2024 by leaving a copy of the documents at Defendant Kankanamalage’s actual place of business and mailing a copy of the documents to Defendant Kankanamalage in a First Class postpaid properly addressed envelope to his actual place of business, and a proof of service upon Defendant Kankanamalage having been filed on April 16, 2024, and a copy of the Summons and Complaint having been served on Defendant Chelsea 7 Corporation d/b/a Sexy Boutique (“Defendant Sexy Boutique”) on April 24, 2024 by delivering to and leaving a copy of the documents with an authorized agent in the Office of the Secretary of

State of the State of New York, and a proof of service upon Defendant Sexy Boutique having been filed on April 29, 2024, Defendants Rainbow Station, Kankamalage, and Sexy Boutique (collectively, “Defendants”) not having answered the Complaint, and the time for answering the Complaint having expired;

WHEREAS, the Court signed a Default Judgment, entered on the docket on December 13, 2024 [Docket # 37], a copy of which is attached, wherein, the Court,

ORDERED, ADJUDGED AND DECREED: That the Plaintiff have judgment against Defendants in the liquidated amount of \$257,375.20, with 9% pre-judgment interest upon Plaintiff’s New York Labor Law damages of \$123,687.00 from August 4, 2022, in the amount of \$_____, post-judgment interest as determined by law, attorneys’ fees in the amount of \$8,851.06, and costs in the amount of \$736.66. (“Judgment Amount”)

WHEREAS, the Court, hereby clarifies that the total Judgment Amount is \$293,251.14, the breakdown of which is as follows:

- i. \$123,687.00 in New York Labor Law actual damages (“NYLL Damages”);
- ii. \$26,289.42 in pre-judgment interest on the NYLL Damages, at the rate of nine (9.00%) percent interest per annum, from August 4, 2022 to the December 13, 2024 date of entry;
- iii. \$123,687.00 in NYLL liquidated damages;
- iv. \$10,000.00 in Wage Statement/Notice Penalties;
- v. \$8,851.06 in attorney fees; and
- vi. \$736.66 in costs;

NOW THEREFORE IT IS ORDERED, ADJUDGED AND DECREED as follows:

- i. That the Plaintiff shall have judgment against each of the Defendants in the amount of \$293,251.14, with post judgment interest, as provided by 28 U.S.C. § 1961;
- ii. the Default Judgment filed on the Docket dated December 13, 2024 (Docket # 37) shall be replaced on Docket #37 with this **CORRECTED DEFAULT JUDGMENT**, and

entered, non pro tunc as of December 13, 2024; and

iii. Plaintiffs shall have immediate execution upon said judgment.

Dated: New York, New York

May 6, 2025



J. PAUL OETKEN
United States District Judge